

Appl. No. 09/923,032
Amdt. Dated: January 18, 2007
Reply to Office Action of August 24, 2006

REMARKS/ARGUMENTS

Claims 1-5, 7-11, 13-15, 29-32 and 34-36 are presented for the Examiner's consideration.

Pursuant to 37 C.F.R. § 1.111 and in conjunction with the RCE filed concurrently herewith, reconsideration of the present application in view of the foregoing amendments and the following remarks is respectfully requested.

Applicants have amended independent claims 1, 8, and 29 to include the limitations of now canceled claims 6, 12 and 22. As these claims are presently amended, the outer cover has the release adhesive applied thereto and the release strip, which is removable, is applied to the release adhesive such that the release adhesive is between the outer cover and the removable release strip.

Claims 1-6, 8-14 and 29-33 were rejected under 35 U.S.C. § 103(a) as allegedly being obvious to one of ordinary skill in the art at the time the invention was made and thus unpatentable over Parr, EP 0 471 385A1. This rejection is respectfully traversed.

As is stated above, Applicants have amended the independent claims (claims 1, 8 and 29) to require the presence of a release strip. As claimed, release strips are not taught by Parr and Parr actually teaches away from using a release strip. Again, Applicants specifically point out that Parr teaches away from using a release strip and the invention of Parr is a way to fold the absorbent article so that a release strip is not necessary (see page 2, lines 13-22, lines 40-49 and other locations such as page 6, lines 44-45).

In response to the Applicants' previous arguments, the Examiner states that Parr teaches a release strip relying on Parr at page 2, line 58 – page 3, line 6. However, a review of Parr at page 2, line 58 – page 3, line 6, reveals that Parr teaches that the garment facing side of the absorbent article should have attachment zones and release zones, such that the absorbent article of Parr can be folded upon itself and easily opened by a user. That is, when folded, the adhesive on one portion of the garment facing side of the absorbent article does not come into contact with another adhesive containing portion. There is no teaching within the Examiner's cited portion of Parr which teaches that a release strip should or can be used. As is stated above, Parr is very clear that a release strip is not used and is not needed.

Even if the release means 40 taught by Parr are release strips, which the Applicants deny that they are release strips, claims 1, 8 and 29 now require that the release strips are

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removable. Clearly, the release means 40 of Parr is a coating, as is stated in the paragraph bridging pages 2 and 3 of Parr.

The Examiner's rejection and rational for maintaining the rejection seems to be that the release zone of Parr is a release strip. As can be clearly seen in the Applicants' specification and drawings, the release strip 46 is a separate and distinct element of the claims. The release strip is removeable as is also clearly set forth in the claims. In clear contrast, the release zone of Parr is a coating applied to the backsheet such that the area containing the adhesive on the backsheet of the absorbent article contacts the release zone on the backsheet. This coating is not removable. As a result, Parr fails to teach the claimed removable release strip.

Since Parr teaches away from using a release strip, Parr alone can not properly establish a prima facie case of obviousness for the rejected claims as amended, or as previously presented. In addition, adding a release strip would change the operation of Parr since the garment-facing layer would not be able to adhere to itself with a release strip present. See In re Ratti 123 USPQ 349 (CCPA 1959) and MPEP 2143.01. Further, in order for a claim to be obvious within the meaning of 35 USC § 103, each and every claim limitation must be taught or suggested by the prior art. See In re Royka, 180 USPQ 580 (CCPA 1974). Given that Parr fails to teach or suggest the Applicants' claimed release strip and that the release strip is removable, Parr fails to properly establish a proper prima facie case of obviousness since Parr fails to teach or suggest the release strip as claimed. For each of these reasons alone or in combination, Parr fails to properly establish a proper prima facie case of obviousness. Therefore, this rejection is untenable and must be withdrawn by the Examiner.

Claims 7 and 15 were rejected under 35 U.S.C. § 103(a) as allegedly being obvious to one of ordinary skill in the art at the time the invention was made and thus unpatentable over Parr, EP 0 471 385A1, in view of Moder et al., U.S. Patent 5,827,251. This rejection is respectfully traversed.

In the statement of this rejection, the Examiner states that "Parr discloses the invention substantially as claimed." The Examiner goes on to state that "the difference between Parr and claims 7 and 15 is the provision that the device comprises a vaginal insertion device placed with the liquid absorbent device." To remedy this deficiency, the Examiner relies on Moder et al. to teach placing a vaginal insert device with a liquid absorbent device.

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Applicants reiterate that Parr does not teach using a release strip as stated above. The Examiner is correct that Parr does not teach placing a vaginal insertion device with the liquid absorbent article.

With respect to Moder et al., Moder et al. do teach placing a vaginal insertion device with an absorbent article; however, Moder et al. do not teach folding the liquid absorption device with the vaginal insertion device. Claims 7, 15 and 34 – 36 of the present application (claim 7 by way of its dependency on independent claim 1 and claim 15 by way of its dependency on independent claim 8) require the folding of the absorbent article and the vaginal insertion device. Moder et al. teach rolling the absorbent article with the vaginal insertion device and not folding. In contrast, Parr teaches folding and folding in a specific pattern, such that the garment facing surface contacts itself, eliminating the need for a release strip. In contrast, the folding of Moder et al. does not allow the garment-facing surface to be in contact with itself, as is clearly required by Parr, to eliminate the need for a release strip. Therefore, one skilled in the art would not have been motivated to add a vaginal insertion device to the absorbent article of Parr, since Moder et al. do not teach folding the article, but teach the rolling of the vaginal insertion device with the absorbent article.

Therefore, one skilled in the art would not have been motivated by the teachings of Moder et al. to fold a liquid absorption device with a vaginal insertion device. Further, the folding method of Parr, as explained above, would not yield the presently claimed invention.

For the reasons stated above, it is respectfully submitted that all of the presently presented claims are in form for allowance.

Please charge any prosecutorial fees which are due to Kimberly-Clark Worldwide, Inc. deposit account number 11-0875.

The undersigned may be reached at: 920-721-3892.

Respectfully submitted,

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